

Exhibit 11



CBRE, Inc.
33 Arch Street, 28th Floor
Boston, MA 02110
www.cbre.com

July 15, 2019

Newbury-284 Nominee Trust c/o The Wilder Companies
800 Boylston Street
Boston, MA 02199

Attention: Andy LaGrega, Principal, The Wilder Companies

RE: 284 Newbury Street, Boston, MA 02115 – the first three levels of the space occupied by Frye (the "Premises").

Gentlemen:

1. This agreement shall commence on the date it is fully executed and shall continue through December 31, 2019. Thereafter, this agreement shall continue until terminated by either party on fifteen (15) days prior written notice. The date this agreement shall terminate shall be referred to as the "Termination Date."
2. Newbury – 284 Nominee Trust c/o The Wilder Companies (you") grant to CBRE, Inc. ("CBRE" or "us" or "we") together with The Wilder Companies ("Wilder"), during the term of this agreement, the exclusive right to obtain one or more tenants for the above-referenced Premises, , subject to the terms and conditions of this agreement. One or more CBRE brokers shall be designated to assist in the leasing of your Premises who shall include Matt Curtin, Paul Grossman, Nicole Nielsen, Ela Hazar and Alex Quinn (the "Leasing Team").
3. Wilder and CBRE shall market the Premises using such advertising, canvassing, solicitation of tenant representative brokers, including CBRE brokers and salespersons not part of the Leasing Team (collectively, "Outside Brokers"), and other promotional and marketing activities as you and we may agree upon. We shall use our standard in-house marketing materials. Should you desire additional materials, you shall reimburse CBRE for actual out-of-pocket expenses incurred in connection therewith as set forth in a pre-approved budget. All materials for marketing this space will be branded with CBRE and Wilder identification. Wilder to approve all materials. Wilder acknowledges that CBRE's information and systems may be proprietary and shall not disclose or use such information for projects or assignments unrelated to the disposition of the Premises.
4. You agree to refer to us all inquiries you receive relating to the Premises and to conduct all negotiations exclusively through us. We will present to you all bona fide offers and conduct all negotiations under your supervision and direction, with such participation by you and your counsel as you direct. We will provide you with appropriate analysis and comparison of each offer and counteroffer and recommend to you which offer to accept; but all final business and legal decisions shall be made solely by you; and all binding agreements shall be executed and delivered solely by you.
5. a) If, during the term of this agreement, all or any portion of the Premises are leased, you shall pay us commission(s) in accordance with the attached schedule of rates and conditions set forth on the attached Exhibit A (which schedule is incorporated herein). If an Outside Broker procures a tenant, you shall compensate the successful Outside Broker(s) its commission directly, in an amount of no less than three percent (3%) of the rents payable by the tenant in such lease, with no deductions from any amount due and owing CBRE. Such commission(s) shall be paid as follows: fifty percent (50%) upon the full execution and delivery of the Lease and the satisfaction or waiver of all lease contingencies and fifty (50%) upon the later of store opening and ~~or~~ rent commencement.

(b) You shall be free to reject any proposed transaction for any reason and you shall owe us no compensation for our services hereunder (other than as noted in paragraph 3 above, if any) for any portion of the Premises for which no transaction is effected.



6. (a) We will disclose to you when a CBRE Outside Broker represents the tenant and will implement our usual internal safeguards to assure confidentiality to both you and the tenant in your and their respective dealings with and through us. You agree that such occasional dual representation may occur, subject to appropriate disclosure.

(b) You acknowledge and agree that CBRE (i) is the exclusive leasing, sale or managing agent of many other commercial properties/spaces and (ii) may be the exclusive agent for an existing tenant seeking space in other buildings. In such instances, CBRE will implement its usual safeguards to assure confidentiality to both you and such existing tenant.
7. If within 180 days following the Termination Date you enter into a lease with a potential tenant to whom the Premises had been submitted or shown during the term or had agreed to, or was negotiating, a term sheet or letter of intent with any tenant concerning the letting of any or all of the Premises, then you will pay us the commission(s) outlined in this agreement as if it had not ended. CBRE to provide Protected Tenant List with 15 days of Termination Date
8. You represent to us that you are the fee owner of the Premises and that you have the full authority to enter into this agreement without violating any other agreement or contractual obligation.
9. You acknowledge that CBRE is not obligated to and has made no independent investigation of the physical conditions of the Property including, but not limited to, the condition of all structures (exterior and interior) on the Property, the electrical and mechanical systems thereof, the fixtures, personal property and equipment therein, or of any environmental matters with respect thereto, or of hazardous substances thereon, if any (collectively, the "Physical Conditions"). All documents and materials, investigations, reports and information with respect to the Physical Conditions shall be prepared by or for you and shall be furnished to prospective tenants on your behalf, and you (as between you and CBRE) shall be solely responsible for same.
10. In the event of a default in any payment of the commission(s) herein, all outstanding commissions due and owing shall be automatically accelerated and CBRE shall be entitled to be reimbursed for all costs of collection, including reasonable attorneys' fees and disbursements incurred, in preparation for and prosecution of litigation and all outstanding commissions due and owing shall bear interest at twelve percent (12%) per annum. In the event the building in which the Premises lie is sold or transferred, all commissions earned but not yet paid hereunder shall be automatically accelerated and paid at closing (regardless of any other installment payment timetable contained in this agreement); and if there are any commissions due and owing in the future for any options or rights, Client shall cause the new owner to assume the obligations in writing hereunder.
11. This agreement: (i) expresses the parties' entire agreement on the matters covered hereinabove; (ii) supersedes all prior understandings between them on such matters, oral or written; (iii) shall be governed by Massachusetts law (without regard to its conflict of laws principles); (iv) shall be binding on their lawful representatives, successors, designees, and assigns; and (v) shall not be altered, or terminated except in a writing signed by each. Signatures may be exchanged by hand, by mail, by e-mail, by fax, or in counterparts -- any such method being binding on both sides when completed and exchanged. The invalidity or unenforceability of any particular provision of this agreement shall not affect the validity or enforceability of the other provisions hereof.

CBRE

Very truly yours,

CBRE, INC.

Signed by:

By:

Jodie Poirier

Name: Jodie Poirier

Title: Managing Director

Dated: 7/17/2019

AGREED:

Newbury – 284 Nominee Trust

By:

Name:

Title:

Dated:

David J. Walker
Manager 7/15/19

THE WILDER COMPANIES

By:

Name:

Title:

Dated:

David J. Walker
Treasurer 7/15/19



EXHIBIT A

1. LEASE COMMISSION RATES:

CBRE shall be paid Commissions on Lease transactions calculated as follows:

- ❖ Two- and one-half percent (2.5%) of the Rent (as defined below) capped at ten years.

For the purposes of this calculation, "Rent" shall mean the aggregate base fixed rent as stated in the Lease for each lease year, including any fixed rent increases, excluding NNN charges.

2. **LEASE WITH CANCELLATION CLAUSE:** A Landlord's right of cancellation and a Lease cancellation by mutual agreement subsequent to execution and delivery of the Lease shall not affect CBRE's right to payment of its full Commission on the entire Lease term, as if there were no cancellation clause. Where a Tenant has a unilateral, discretionary right to cancel a portion of the Lease term on or after a fixed date (i.e., a right to cancel not contingent upon the occurrence of subsequent events), CBRE shall initially be paid a full Commission for the non-cancellable portion of the term only; and, if the Lease is not cancelled by Tenant within the time to do so fixed in the Lease, or the right to do so is earlier waived or released, CBRE shall thereupon be paid the balance of the Commission for the remainder of the term forthwith. However, if the Lease cancellation right can be exercised by Tenant only upon payment of a sum that the parties to the Lease fixed by taking into account the unamortized portion of the Commission as of the projected date of cancellation, CBRE shall be paid its full Commission on the entire Lease term as if there were no cancellation clause. A Lease shall not be deemed cancelled unless Tenant vacates the Premises.

3. DEFINITIONS:

"Commission" shall mean a full real estate brokerage commission calculated in accordance with the rates and provisions set forth above, as applied to the Premises, and in accordance with the terms of the annexed agreement (if any).

"Landlord" shall mean the named Landlord and its successors and assigns.

"Lease" shall also mean a lease agreement or similar occupancy agreement (however characterized).

"Lease Year" shall mean each successive twelve (12) month period following the commencement date specified in the Lease and any fraction thereof at the end of the Lease term.

"Premises" shall mean all of the space governed by the Lease and shall include, in addition to the space originally demised under the Lease at the time of signing, all additional space demised in the Lease on a "must take" basis and all space taken by Tenant between Lease signing and move-in.

"Tenant" shall also mean, as applicable, the named Tenant's affiliates, designees, successors and assigns.



4. **EXCLUDED AND REDUCED COMMISSION TENANTS:**

Tenants excluded from this agreement should a lease be executed for any or all of the Premises for a period of four months from the date of the Agreement, provided that you shall provide to CBRE a periodic status report of any negotiations concerning same.

- Dogus Group – Restaurant Group,
- Frye Global Brands Group (Leases or modifications with existing tenant are not subject to this agreement)

In addition, should a transaction be consummated with Bartaco/DelFrisco, Planta Restaurant or Parma Restaurant, the total commission payable to CBRE shall be one percent (1%) of the rents payable during the term of such lease. You shall pay the Outside Broker representing such tenants a commission of no less than three percent (3%) of the Rent payable during the term of such lease.